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Department of Toxic Substances Control

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

11 STATE OF CALIFORNIA DEPARTMENT OF
TOXIC SUBSTANCES CONTROL,

12
13 Plaintiff,

14 v.

15 AEROJET-GENERAL CORPORATION; ALLIED-
SIGNAL, INCORPORATED; ALTERNATIVE
16 MATERIALS TECHNOLOGY, INCORPORATED
(for U.S. CELLULOSE); ASHLAND CHEMICAL,
INCORPORATED; CHEMCENTRAL
CORPORATION; CHEVRON U.S.A.,
17 INCORPORATED; COURTAULDS COATINGS,
INCORPORATED (for INTERNATIONAL PAINT
18 COMPANY); DELTA AIR LINES,
INCORPORATED; DORSETT & JACKSON,
19 INCORPORATED; THE DOW CHEMICAL
COMPANY; E.I. DuPONT de NEMOURS & CO.,
20 INCORPORATED; EUREKA CHEMICAL
COMPANY; EUREKA FLUID WORKS; FORD
21 MOTOR COMPANY; GENERAL MOTORS
CORPORATION; GREAT WESTERN
22 CHEMICAL COMPANY; HEWLETT-PACKARD
COMPANY; INTER-STATE OIL COMPANY;
23 INGERSOLL-RAND COMPANY (for SCHLAGE
LOCK COMPANY); INTEL CORPORATION;
24 INTERNATIONAL PAPER COMPANY (for
STECHER-TRAUNG-SCHMIDT); KAISER
25 ALUMINUM & CHEMICAL CORPORATION;
LITTON ELECTRON DEVICES (a division of
26 LITTON SYSTEMS, INCORPORATED);
LOCKHEED MARTIN CORPORATION (successor
27 to LOCKHEED MISSILES & SPACE COMPANY,
INCORPORATED); MAXUS ENERGY
28 CORPORATION (for OCCIDENTAL CHEMICAL

No. C 00-4796 PJH

**SETTLEMENT AGREEMENT
AND CONSENT DECREE**

1 CORPORATION, successor to DIAMOND)
SHAMROCK CHEMICALS COMPANY, f.k.a.)
2 DIAMOND SHAMROCK CORPORATION);)
McKESSON HBOC, INCORPORATED;)
3 MONSANTO COMPANY; NI INDUSTRIES,)
INCORPORATED; NL INDUSTRIES,)
4 INCORPORATED; THE O'BRIEN)
CORPORATION (for FULLER-O'BRIEN PAINTS);)
5 OLYMPIAN OIL COMPANY; OWENS-ILLINOIS,)
INCORPORATED; PACIFIC GAS & ELECTRIC)
6 COMPANY; PENNZOIL-QUAKER STATE)
COMPANY; PUREGRO COMPANY; RAYCHEM)
7 CORPORATION; REDDING PETROLEUM,)
INCORPORATED; REDWOOD OIL COMPANY;)
8 REICHHOLD CHEMICALS, INCORPORATED;)
REYNOLDS METALS COMPANY; R. J.)
9 McGLENNON COMPANY, INCORPORATED;)
ROCHESTER MIDLAND CORPORATION (for)
10 BYTECH CHEMICAL CORPORATION); ROHM)
& HAAS COMPANY; ROMIC ENVIRON-)
11 MENTAL TECHNOLOGIES CORPORATION)
(successor to ROMIC CHEMICAL)
12 CORPORATION); SANDOZ AGRO,)
INCORPORATED (for ZOECON CORPORATION);)
13 SAN FRANCISCO BAY AREA RAPID TRANSIT)
DISTRICT; SEQUA CORPORATION (for)
14 GENERAL PRINTING INK, a division of SUN)
CHEMICAL); SHELL OIL COMPANY; SIMPSON)
15 COATINGS GROUP, INCORPORATED;)
STANFORD UNIVERSITY; THE STERO)
16 COMPANY; SYNERGY PRODUCTION GROUP,)
INCORPORATED (d.b.a. HALEY JANITORIAL)
17 SUPPLY CO., INCORPORATED and WESTERN)
CHEMICAL COMPANY); SYNTEX (U.S.A.),)
18 INCORPORATED; TAP PLASTICS,)
INCORPORATED; TELEDYNE RYAN)
19 AERONAUTICAL, McCORMICK SELPH)
ORDNANCE UNIT (for TELEDYNE McCORMICK)
20 SELPH); TEXTRON, INCORPORATED; UNION)
OIL COMPANY OF CALIFORNIA; UNITED AIR)
21 LINES, INCORPORATED; UNITED STATES)
DEFENSE REUTILIZATION MARKETING)
22 SERVICE; UNITED TECHNOLOGIES)
CORPORATION; UNIVERSITY OF CALIFORNIA;)
23 VAN WATERS & ROGERS INCORPORATED;)
VOPAK DISTRIBUTION AMERICAS)
24 CORPORATION (f.k.a. UNIVAR CORPORA-)
TION); W.R. GRACE & COMPANY; and W.R.)
25 MEADOWS, INCORPORATED,)

26 Settling Defendants.)

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1 E. “DTSC’s Response Costs,” as used in this Consent Decree, shall include
2 all costs of “removal,” “remedial action” or “response” (as those terms are defined by section
3 101 of CERCLA), incurred or to be incurred by DTSC in response to the release or threatened
4 release of hazardous substances at the Site, including prejudgment interest thereon through the
5 Effective Date. Said term shall include all costs that are not inconsistent with the National
6 Contingency Plan, 40 C.F.R. Part 300 (“NCP”), which may include, but not be limited to, direct
7 labor costs; contractor, consultant and expert costs; travel and any other out-of-pocket expenses;
8 the costs of identifying, developing evidence against, and pursuing claims against persons or
9 entities liable for the release or threatened release of hazardous substances at the Site; indirect
10 costs; oversight costs; applicable interest charges; and attorneys' fees .

11 F. “Effective Date,” as used in this Consent Decree, shall be the date upon
12 which this Consent Decree is approved and entered by the Court.

13 G. “Feasibility Study and Remedial Action Plan” or “FS/RAP,” as used in
14 this Consent Decree, shall refer to the Final Feasibility Study and Remedial Action Plan
15 approved by DTSC for the Site on August 14, 2000, pursuant to California Health and Safety
16 Code (“H&SC”) section 25356.1.

17 H. “Non-Federal Settling Defendants,” as used in this Consent Decree, shall
18 mean those parties identified in Exhibit B.

19 I. “Removal Action Work Plan” or “RAW,” as used in this Consent Decree,
20 shall refer to the Final Soil Removal Action Work Plan, Eight Shafter Avenue Residential
21 Backyards, San Francisco, California, approved by DTSC on December 22, 1998, pursuant to
22 H&SC section 25356.1.

23 J. “Response Costs,” as used in this Consent Decree, shall include DTSC’s
24 Response Costs and all costs of “removal,” “remedial action” or “response” (as those terms are
25 defined by section 101 of CERCLA), incurred or to be incurred by any of the Settling
26 Defendants in response to the release or threatened release of hazardous substances at the Site
27 that are consistent with the NCP, including pre-judgment interest thereon through the Effective
28 Date.

1 K. "Party" or "Parties," as used in this Consent Decree, shall mean one or all
2 of the parties to this Consent Decree, as indicated by the context in which that term is used.

3 L. "Settling Defendants," as used in this Consent Decree, shall mean the
4 Non-Federal Settling Defendants and the Settling Federal Agency.

5 M. "Settling Federal Agency," as used in this Consent Decree, shall mean the
6 United States Defense Reutilization and Marketing Service.

7 N. "United States," means the United States of America, including its
8 departments, agencies, and instrumentalities.

9 **RECITALS**

10 A. DTSC is the California state agency with primary jurisdiction over the
11 response to the release and threatened release of hazardous substances at the Site.

12 B. DTSC began to investigate the release and threatened release of hazardous
13 substances at the Site in or about 1982. Subsequent investigation of the soil ("s") at, and the
14 ground water ("gw") beneath, the Site revealed the presence of the following hazardous
15 substances: acenaphthene (gw); aldrin (s); anthracene (s); antimony (s); arsenic (gw,s); barium
16 (gw,s); benzene (gw,s); benzo(a)anthracene (s); benzo(b)fluoranthene (s); benzo(k)fluoranthene
17 (s); benzo(a)pyrene (s); benzoic acid (gw); a-BHC (s); b-BHC (s); d-BHC (gw); g-BHC(lindane)
18 (s); bis(2-ethylhexyl)phthalate (gw); butyl benzyl phthalate (s); cadmium (gw,s); carbon disulfide
19 (gw); chlordane (s); chlorobenzene (s); chromium (gw,s); chrysene (s); copper (gw,s); 4,4-DDD
20 (s); 4,4-DDE (s); 4,4-DDT (s); 1,2-dichlorobenzene (gw,s); 1,4-dichlorobenzene (s); 1,1-
21 dichloroethane (gw); 1,2-dichloroethane (gw,s); 1,2-dichloroethylene (gw,s); dieldrin (s); diethyl
22 phthalate (gw); 2,4-dimethylphenol (gw,s); di-n-octyl phthalate (s); endosulfan sulfate (s); endrin
23 (s); endrin aldehyde (s); ethylbenzene (gw,s); fluoranthene (gw); fluorene (gw); heptachlor
24 (gw,s); heptachlor epoxide (s); isophorone (s); lead (gw,s); mercury (gw,s); methoxychlor (s); 4-
25 methyl-2-pentanone (s); naphthalene (gw,s); nickel (gw,s); phenanthrene (s); polychlorinated
26 biphenyls (PCBs: arochlor 1016, 1221, 1232, 1242, 1248, 1254, 1260) (s); phenol (gw); pyrene
27 (s); selenium (gw); silver (gw,s); styrene (s); 1,1,2,2-tetrachloroethane (s); tetrachloroethylene
28 (i.e. perchloroethylene) (gw,s); thallium (gw); toluene (gw,s); toxaphene (s); 1,2,4-

1 trichlorobenzene (s); trichloroethylene (gw,s); vanadium (gw,s); vinyl chloride (gw); xylene
2 (gw,s); and zinc (gw,s).

3 C. Under DTSC's supervision, and pursuant to Consent Order No. HSA
4 95/96-060 (the "Consent Order"), issued by DTSC on March 14, 1996, the Settling Defendants
5 conducted a Remedial Investigation ("RI") and a Feasibility Study ("FS") for the Site. Pursuant
6 to the Consent Order, in 1996 the Settling Defendants also paid DTSC \$310,000.00 toward its
7 alleged Response Costs. Pursuant to DTSC's request, the Settling Defendants also conducted an
8 investigation of eight Shafter Avenue backyards that adjoin the Property; on December 22, 1998,
9 DTSC approved the RAW, which was based on the Settling Defendants' investigation. DTSC
10 approved the Settling Defendants' RI Report for the Site on March 22, 2000; the Settling
11 Defendants' final FS Report for the Site was incorporated into the FS/RAP. On August 14,
12 2000, DTSC approved the FS/RAP. A Notice of Determination that the FS/RAP had been
13 approved was filed by DTSC with the Governor's Office of Planning and Research on August 17,
14 2000.

15 D. DTSC and the Settling Defendants believe that the Settling Defendants
16 have performed all of their obligations under the Consent Order in a manner consistent with the
17 NCP.

18 E. DTSC has incurred, and will continue to incur, Response Costs. As of
19 September 30, 2000, DTSC's total unreimbursed Response Costs exceeded \$4,100,000. DTSC,
20 moreover, estimates that it will incur Response Costs in the future in excess of \$100,000. The
21 activities conducted by DTSC in response to the release and threatened release of hazardous
22 substances at the Site have included and will include supervision of soil, ground water and
23 surface water sampling at the Site; supervision of the preparation, by various Settling
24 Defendants, of the RI Report, the draft Soil Removal Action Work Plan, Eight Shafter Avenue
25 Residential Backyards, San Francisco, California, and the draft Feasibility Study/Remedial
26 Action Plan for the Site; review and approval of the RAW and the FS/RAP; and supervision of
27 the remediation of the Site.

28 F. The Complaint alleges:

- 1 1. that each of the Settling Defendants (or its predecessor) sent
2 hazardous substances to the Property for treatment and/or disposal;
- 3 2. that hazardous substances were released or threatened to be
4 released at the Site;
- 5 3. that removal and remedial action was and is necessary at and for
6 the Site to remove and remedy the hazardous substances released and threatened to be released at
7 the Site;
- 8 4. that DTSC incurred Response Costs conducting and supervising
9 removal and/or remedial activities in response to the release and threatened release of hazardous
10 substances at the Site; and
- 11 5. that each of the Settling Defendants is jointly and severally liable
12 to DTSC for all of its as yet unreimbursed Response Costs.

13 G. The Complaint seeks to recover all unreimbursed Response Costs that
14 have been and will be incurred by DTSC, and certain declaratory relief.

15 H. By entering into this Consent Decree, the Settling Defendants make no
16 admission of liability nor do they admit or acknowledge any causal or other relationship between
17 any of their activities, past or present, and any conditions at or around the Site, nor do the
18 Settling Defendants admit or acknowledge any legal responsibility, apart from that created by
19 this Consent Decree, for any such conditions or for remedying any contamination. The Settling
20 Defendants expressly deny any such relationship, liability or responsibility. By entering into this
21 Consent Decree, the Settling Defendants are not waiving any right, claim, remedy, cause of
22 action or defense in this or any other proceeding, except as explicitly stated in this Consent
23 Decree. Except as set forth in section 13 of this Consent Decree, this Consent Decree expressly
24 does not create any rights and/or obligations to third parties. Except as expressly provided
25 herein, nothing in this Consent Decree shall be taken as an admission by the Settling Defendants
26 of the truth of any statement of fact or conclusion of law in this or any other proceeding.

27 I. Each of the Parties to this Consent Decree represents and acknowledges
28 that, in deciding whether to enter into this Consent Decree, it has not relied on any statement of

1 fact, statement of opinion, or representation, express or implied, made by any other Party. Each
2 of the Parties to this Consent Decree has investigated the subject matter of this Consent Decree to
3 the extent necessary to make a rational and informed decision to execute it, and has had the
4 opportunity to consult independent counsel.

5 J. DTSC and the Settling Defendants agree that settlement without further
6 litigation and without the admission or adjudication of any issue of fact or law is the most
7 appropriate means of resolving this action with respect to the Settling Defendants. This Consent
8 Decree was negotiated and executed by DTSC and the Settling Defendants in good faith to avoid
9 prolonged and complicated litigation. DTSC, moreover, has negotiated and executed this
10 Consent Decree to further the public interest.

11
12 The Court, on the motion and with the consent of each of the Parties, hereby
13 ORDERS, ADJUDGES AND DECREES as follows:

14
15 1. **JURISDICTION**

16 The Court has subject matter jurisdiction over the matters alleged in this action
17 pursuant to 28 U.S.C. section 1331 and 42 U.S.C. section 9613(b) and personal jurisdiction over
18 each of the parties to this Consent Decree. Venue is appropriate in this district pursuant to 42
19 U.S.C. section 9613(b). The Court, further, has the authority to enter this Consent Decree as a
20 consent decree of the Court.

21 2. **SETTLEMENT OF DISPUTED CLAIMS**

22 2.1 This Consent Decree represents a fair, reasonable and equitable settlement
23 of the matters addressed herein.

24 2.2 For the purposes of this Consent Decree, the Settling Defendants admit
25 none of the allegations of the Complaint. Nothing in this Consent Decree shall be construed as
26 an admission of any issue of law or fact or of any violation of law. The Settling Defendants
27 expressly deny any relationship between any of their activities and any conditions at the Site, and
28 expressly deny any liability with respect to any Site conditions. Notwithstanding the foregoing,

1 the Settling Defendants acknowledge their responsibility pursuant to this Consent Decree to
2 perform those acts they have agreed to undertake in this Consent Decree, and shall not deny such
3 responsibility in any proceeding brought by DTSC to enforce this Consent Decree.

4 2.3 Except as set forth in sections 3.11, 6.4, 9.1, 9.3 and 9.4 of this Consent
5 Decree, nothing in this Consent Decree shall prejudice, waive, or impair any right, remedy or
6 defense that the Settling Defendants may have in any other or further legal proceeding. Nothing
7 in this section shall affect the covenant not to sue set forth in section 8.1 of this Consent Decree.

8 3. **REMEDATION**

9 3.1 Subject to the limitations set forth in sections 3.2 and 5.6, below, the Non-
10 Federal Settling Defendants shall implement the RAW and the FS/RAP, as approved by DTSC.
11 A copy of the portion of the RAW known as the "Selection of the Preferred Alternative and
12 Work Plan" is attached hereto as Exhibit C and is incorporated herein by this reference. A copy
13 of the portion of the FS/RAP known as the "Remedial Action Summary" is attached hereto as
14 Exhibit D and is incorporated herein by this reference.

15 3.2 The Non-Federal Settling Defendants' obligation to implement the RAW
16 pursuant to this Consent Decree is conditioned upon access being granted for the purpose of
17 implementing the RAW by the owners of the eight Shafter Avenue Properties described in the
18 RAW. The Non-Federal Settling Defendants' obligation to implement the RAW with respect to
19 any one of the eight Shafter Avenue Properties shall terminate if such access has not been
20 provided to the Non-Federal Settling Defendants within seven (7) days of the date that the Non-
21 Federal Settling Defendants begin performing field work at the Site in accordance with the
22 approved "Remedial Design and Implementation Plan" described in section 3.4, below. The
23 Non-Federal Settling Defendants, moreover, shall have no obligation to implement the FS/RAP,
24 pursuant to this Consent Decree, unless and until access to the Property for the purpose of
25 implementing the FS/RAP is offered to the Non-Federal Settling Defendants, on reasonable
26 terms, by the owner(s) of the Property or their authorized representative(s), or is otherwise
27 secured.

28 3.3 Subject to the limitations set forth in section 3.2, above, the RAW and the

1 FS/RAP shall be implemented under the direction and supervision of either a State of California
2 licensed professional engineer or a State of California registered engineering geologist, as
3 required by the California Business and Professions Code. The Non-Federal Settling Defendants
4 shall, within fifteen (15) days of the Court's entry of this Consent Decree as a consent decree of
5 the Court, specify in writing to DTSC the name of the State of California licensed professional
6 engineer or registered engineering geologist who will direct and supervise the Non-Federal
7 Settling Defendants' implementation of the FS/RAP.

8 3.4 As soon as reasonably possible after this Consent Decree is approved and
9 entered by the Court, and in no event later than forty-five (45) days from service of notice of
10 such approval and entry, the Non-Federal Settling Defendants shall prepare and submit to DTSC,
11 for its review and approval, a "Remedial Design and Implementation Plan" (the "Remedial
12 Design"), as described in the FS/RAP.

13 3.5 If DTSC determines that the Remedial Design submitted by the Non-
14 Federal Settling Defendants pursuant to section 3.4, above, fails to comply with the RAW and
15 the FS/RAP, or fails adequately to protect public health and safety or the environment, DTSC
16 may:

17 (1) modify the Remedial Design as it deems necessary and approve the
18 Remedial Design as modified; or

19 (2) return comments to the Non-Federal Settling Defendants with
20 recommended changes to the Remedial Design and a date by which the Non-Federal Settling
21 Defendants must submit to DTSC a revised Remedial Design incorporating the recommended
22 changes.

23 Any modifications, comments or other directives issued by DTSC, pursuant to this section, will
24 be deemed incorporated into this Consent Decree, subject to the limitations of section 3.13,
25 below. The Remedial Design for the Site approved by DTSC, or approved as modified pursuant
26 to this section by DTSC, shall be deemed incorporated into this Consent Decree.

27 3.6 The removal of soils containing hazardous substances from the Site, as
28 provided for in the RAW and the FS/RAP, shall begin as soon as reasonably possible after DTSC

1 approves a Remedial Design for the Site.

2 3.7 The FS/RAP provides that the Non-Federal Settling Defendants shall
3 enhance the natural biological degradation of the hazardous substances in the ground water
4 beneath the Site by placing into that ground water oxygen-releasing compounds that will
5 promote such natural biological degradation. This portion of the FS/RAP shall be implemented
6 under the direction and supervision of a State of California licensed professional geologist. The
7 Non-Federal Settling Defendants shall, within fifteen (15) days of the Court's entry of this
8 Consent Decree as a consent decree of the Court, specify in writing to DTSC the name of the
9 State of California licensed professional geologist who will direct and supervise the Non-Federal
10 Settling Defendants' placement of oxygen-releasing compounds into the ground water beneath
11 the Site.

12 3.8 Subject to the limitations set forth in section 3.2, above, the Non-Federal
13 Settling Defendants shall remove soils containing hazardous substances from the Site, as
14 provided for by the RAW and the FS/RAP, in accordance with a Site Health and Safety Plan (the
15 "Health and Safety Plan"), governing, among other things, the removal of such soils, to be
16 approved by DTSC. The Non-Federal Settling Defendants shall place oxygen-releasing
17 compounds into the ground water beneath the Site, as provided for by the FS/RAP, in accordance
18 with the Health and Safety Plan, which shall also govern such placement. Upon DTSC approval,
19 the Health and Safety Plan shall be deemed incorporated into this Consent Decree.

20 3.9 Within ninety (90) days of completing the removal of soils containing
21 hazardous substances, as provided for by the RAW and the FS/RAP, or within ninety (90) days
22 of completing the initial placement of oxygen-releasing compounds into the ground water
23 beneath the Site, as provided for by the FS/RAP, whichever is completed later, the Non-Federal
24 Settling Defendants shall submit for DTSC review and approval an Implementation Report
25 documenting the removal of soils containing hazardous substances in accordance with this
26 Consent Decree, the RAW, the FS/RAP, the Remedial Design, and the Health and Safety Plan,
27 and documenting the placement of such compounds into the ground water beneath the Site in
28 accordance with this Consent Decree, the FS/RAP, the Remedial Design, and the Health and

1 Safety Plan. The Implementation Report shall include the certification of the State of California
2 licensed professional engineer or registered engineering geologist directing and supervising the
3 Non-Federal Settling Defendants' implementation of the RAW and the FS/RAP that soils
4 containing hazardous substances have been removed in accordance with this Consent Decree, the
5 RAW, the FS/RAP, the Remedial Design, and the Health and Safety Plan. The Implementation
6 Report also shall include the certification of the State of California licensed professional
7 geologist directing and supervising the Non-Federal Settling Defendants' placement of oxygen-
8 releasing compounds into the ground water beneath the Site that such placement has been
9 conducted in accordance with this Consent Decree, the FS/RAP, the Remedial Design and the
10 Health and Safety Plan.

11 3.10 If DTSC determines that the Implementation Report submitted by the
12 Non-Federal Settling Defendants pursuant to section 3.9, above, fails adequately to document
13 that the Non-Federal Settling Defendants removed soils containing hazardous substances in
14 accordance with this Consent Decree, the RAW, the FS/RAP, the Remedial Design, and the
15 Health and Safety Plan, or fails adequately to document that the Non-Federal Settling Defendants
16 placed oxygen-releasing compounds into the ground water beneath the Site in accordance with
17 this Consent Decree, the FS/RAP, the Remedial Design and the Health and Safety Plan, DTSC
18 may:

19 (i) modify the Implementation Report as it deems necessary and approve the
20 Implementation Report as modified; or

21 (ii) return comments to the Non-Federal Settling Defendants with
22 recommended changes to the Implementation Report and a date by which the Non-Federal
23 Settling Defendants must submit to DTSC a revised Implementation Report incorporating the
24 recommended changes.

25 Any modifications, comments or other directives issued by DTSC, pursuant to this section, will
26 be deemed incorporated into this Consent Decree, subject to the limitations of section 3.13,
27 below. In its written approval of a final Implementation Report for the Site, DTSC shall, to the
28 extent that the activities undertaken by the Non-Federal Settling Defendants pursuant to section 3

1 of this Consent Decree have been consistent with the NCP, state its belief that the Non-Federal
2 Settling Defendants' performance of those activities was consistent with the NCP.

3 3.11 The FS/RAP provides for the performance, concurrent with and
4 subsequent to the removal of soils containing hazardous substances from the Site and the
5 placement of oxygen-releasing compounds into the ground water beneath the Site, of long-term
6 ground water monitoring at the Site. In consideration for the covenant not to sue set forth in
7 section 8.1 of this Consent Decree, the Non-Federal Settling Defendants agree: (a) to conduct
8 ground water monitoring, and other monitoring and maintenance activities, at and for the Site, as
9 set forth in the draft Ground Water Operations Monitoring and Maintenance Agreement ("O/M
10 Agreement"), attached hereto as exhibit E and incorporated herein by this reference; and (b) to
11 execute a Ground Water Operations Monitoring and Maintenance Agreement for the Site
12 substantially in the form of the O/M Agreement attached hereto as Exhibit E upon DTSC's
13 approval of a Ground Water Operations Monitoring and Maintenance Plan for the Site, to be
14 submitted by Respondents pursuant to this Consent Decree and the FS/RAP. The Non-Federal
15 Settling Defendants agree not to seek any consideration or compensation from DTSC for their
16 execution of such a Ground Water Operations Monitoring and Maintenance Agreement, apart
17 from the covenant not to sue set forth in section 8.1 of this Consent Decree, and hereby waive
18 any right, claim or cause of action for any such consideration or compensation.

19 3.12 The Non-Federal Settling Defendants shall conduct all activities required
20 by this Consent Decree in compliance with all applicable state, local and federal requirements
21 including, but not limited to, requirements to obtain permits and to assure worker safety.

22 3.13 If DTSC determines, pursuant either to section 3.5 or to section 3.10,
23 above, that either the Remedial Design submitted to DTSC pursuant to section 3.4, above, or the
24 Implementation Report submitted to DTSC pursuant to section 3.9, above, requires any
25 modification, comment or directive, DTSC shall make a good faith effort to resolve informally
26 the alleged deficiencies with the Non-Federal Settling Defendants. In the event that the Non-
27 Federal Settling Defendants do not agree with DTSC's approval of a Remedial Design as
28 unilaterally-modified pursuant to section 3.5, above, or with DTSC's approval of an

1 Implementation Report as unilaterally-modified pursuant to section 3.10, above, the Non-Federal
2 Settling Defendants may appeal such approval to the Chief of DTSC's Statewide Cleanup
3 Operations Division. Such an appeal shall be made within thirty (30) days of the Non-Federal
4 Settling Defendants' receipt of an approved as unilaterally-modified Remedial Design, or an
5 approved as unilaterally-modified Implementation Report. The Division Chief shall decide
6 whether the Remedial Design or Implementation Report at issue will remain approved as
7 modified, or whether it will be returned to the Non-Federal Settling Defendants for a further
8 opportunity to modify it in a manner that addresses DTSC's concerns on a reasonable schedule to
9 be determined by the Division Chief. The Division Chief's decision shall be DTSC's final
10 determination of the matter. In any proceeding brought by DTSC to enforce any unilaterally-
11 modified term(s) of an approved as unilaterally-modified Remedial Design, or an approved as
12 unilaterally-modified Implementation Report, the Non-Federal Settling Defendants may preclude
13 enforcement of such term(s) by demonstrating that they appealed the approval as unilaterally-
14 modified of the Remedial Design or the Implementation Report at issue to the Division Chief,
15 and that his or her decision that the Remedial Design or the Implementation Report at issue
16 would remain approved as unilaterally-modified was an abuse of his or her discretion.

17 4. **STATE GOVERNMENT LIABILITIES**

18 Neither DTSC nor any other agency of the State of California shall be liable for
19 any injuries or damages to persons or property resulting from acts or omissions by the Settling
20 Defendants in carrying out activities pursuant to this Consent Decree, nor shall DTSC or any
21 other agency of the State of California be held as a party to any contract entered into by the
22 Settling Defendants or their agents in securing access to the Site or in carrying out activities
23 pursuant to this Consent Decree.

24 5. **PAYMENT OF PAST COSTS**

25 5.1 Pursuant to sections 5.2 to 5.6, below, the Settling Defendants shall pay
26 DTSC the sum of one million seven hundred twenty-five thousand dollars (\$1,725,000) towards
27 Response Costs.

28 5.2 **Payment by Non-Federal Settling Defendants:** Within sixty (60) days of

1 the Effective Date, the Non-Federal Settling Defendants shall pay to DTSC the sum of
2 \$1,409,506.00, for reimbursement of DTSC's Response Costs. Payment under this section shall
3 be made by certified or cashier's check made payable to Cashier, California Department of Toxic
4 Substances Control, bearing on its face both the docket number of this proceeding and the phrase
5 "Site No. 200011." That payment shall be sent to:

6 Department of Toxic Substances Control
7 Accounting/Cashier
8 400 P Street, 4th Floor
9 P.O. Box 806
10 Sacramento, CA 95812-0806

11 A copy of the check shall be mailed to:

12 Barbara Cook, P.E.
13 Department of Toxic Substances Control
14 Northern California--Coastal Cleanup Operations
15 700 Heinz Avenue, Suite 200
16 Berkeley, CA 94710

17 5.3 Payment by the United States: As soon as reasonably possible after the
18 Effective Date, the United States, on behalf of the Settling Federal Agency, shall pay to DTSC
19 the sum of \$315,494, for reimbursement of Response Costs. Payment under this section shall be
20 made by certified or cashier's check made payable to Cashier, California Department of Toxic
21 Substances Control, bearing on its face both the docket number of this proceeding and the phrase
22 "Site No. 200011." That payment shall be sent to:

23 Department of Toxic Substances Control
24 Accounting/Cashier
25 400 P Street, 4th Floor
26 P.O. Box 806
27 Sacramento, CA 95812-0806

28 A copy of the check shall be mailed to:

29 Barbara Cook, P.E.
30 Department of Toxic Substances Control
31 Northern California--Coastal Cleanup Operations
32 700 Heinz Avenue, Suite 200
33 Berkeley, CA 94710

34 5.4 In the event that the payment required under section 5.3 is not made within
35 180 days of the Effective Date, interest on the unpaid balance(s) shall be paid at the rate
36 established pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the

1 181st day after the Effective Date, and accruing through the date of the payment(s).

2 5.5 The Parties to this Consent Decree recognize and acknowledge that the
3 payment obligations of the United States under this Consent Decree can only be paid from
4 appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be
5 interpreted or construed as a commitment or requirement that the United States obligate or pay
6 funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable
7 provision of law.

8 5.6 Except as set forth in sections 7.1 and 7.2, performance of the payment
9 made by the United States pursuant to section 5.3 is in full settlement of United States' alleged
10 liabilities in connection with the Site. Accordingly, the United States is not subject to the
11 provisions set forth in sections 3.2. to 3.13 and 6.1 to 6.4 of this Consent Decree.

12 6. **PAYMENT OF COSTS INCURRED BY DTSC SUBSEQUENT TO**
13 **ENTRY OF CONSENT ORDER**

14 6.1 Subsequent to the entry of this Consent Decree as a consent decree of the
15 Court, DTSC shall notify the Non-Federal Settling Defendants in writing quarterly of the
16 Response Costs it contends that it incurred during the previous quarter. DTSC shall notify the
17 Non-Federal Settling Defendants of the Response Costs it contends that it incurred between July
18 1 and September 30 of any calendar year on or before December 31 of the same calendar year.
19 DTSC shall notify the Non-Federal Settling Defendants of the Response Costs it contends that it
20 incurred between October 1 and December 31 of any calendar year on or before March 31 of the
21 following calendar year. DTSC shall notify the Non-Federal Settling Defendants of the
22 Response Costs it contends that it incurred between January 1 and March 31 of any calendar year
23 on or before June 30 of the same calendar year. DTSC shall notify the Non-Federal Settling
24 Defendants of the Response Costs it contends that it incurred between April 1 and June 30 of any
25 calendar year on or before October 31 of the same calendar year. DTSC's obligations under this
26 section shall begin with the first quarter that ends after the entry of this Consent Decree as a
27 consent decree of the Court; DTSC shall notify the Non-Federal Settling Defendants of the
28 Response Costs that it contends that it incurred during that quarter, subsequent to the entry of the

1 Consent Decree as a consent decree of the Court, in accordance with the schedule set forth in this
2 section.

3 6.2 The Non-Federal Settling Defendants shall pay any Response Costs
4 actually incurred by DTSC, subsequent to the entry of this Consent Decree as a consent decree of
5 the Court, that are incurred in a manner not inconsistent with the NCP, and that are included in
6 the quarterly notices to the Non-Federal Settling Defendants required by section 6.1, above. The
7 Non-Federal Settling Defendants shall pay such Response Costs on a quarterly basis, within sixty
8 (60) days of receipt of each notice sent by DTSC pursuant to section 6.1, above. Each such
9 payment shall be made by check, made payable to "DTSC Accounting," and shall bear on its
10 face both the docket number of this action and the phrase "Site Code 200011." Each check shall
11 be sent to Cashier, DTSC Accounting, P.O. Box 806, Sacramento, CA 95812-0806.

12 6.3 In the event that the Non-Federal Settling Defendants (or any one of them)
13 dispute any amount included or set forth in any quarterly notice sent by DTSC pursuant to
14 section 6.1, above, the Non-Federal Settling Defendants shall notify DTSC in writing within
15 thirty (30) days of receipt of the notice. In such event, one or more representatives of the Non-
16 Federal Settling Defendants and one or more DTSC representatives shall meet within thirty (30)
17 days of the Non-Federal Settling Defendants' written notice to DTSC of their desire to dispute
18 the amount included or set forth in DTSC's quarterly notice; the representatives shall attempt, in
19 good faith, to resolve the dispute between DTSC and the Non-Federal Settling Defendants
20 regarding said amount.

21 6.4 In the event that the representatives of DTSC and the Non-Federal Settling
22 Defendants are unable to resolve a dispute between DTSC and the Non-Federal Settling
23 Defendants regarding an amount included or set forth in a quarterly notice sent by DTSC
24 pursuant to section 6.1, above, DTSC and the Non-Federal Settling Defendants shall have all
25 rights, remedies and defenses conferred upon them by law with respect to said dispute.
26 Specifically, DTSC shall have the right to assert any claim or cause of action for recovery of any
27 Response Costs that it has incurred, or may incur in the future, subsequent to the entry of this
28 Consent Decree as a consent decree of the Court. The Non-Federal Settling Defendants shall

1 retain all of their rights and defenses with respect to any such claim or cause of action, including
2 the right to contend that some or all of the costs sought by DTSC: were not, in fact, incurred by
3 DTSC; did not constitute Response Costs, as that term is defined in this Consent Decree; and/or
4 were incurred in a manner inconsistent with the NCP. Notwithstanding the foregoing, however,
5 the Non-Federal Settling Defendants waive their right to contend, in any action or proceeding
6 brought by DTSC to recover Response Costs allegedly incurred by DTSC, subsequent to the
7 entry of this Consent Decree as a consent decree of the Court, that they are not liable to DTSC
8 for the Response Costs actually incurred by DTSC, subsequent to the entry of this Consent
9 Decree as a consent decree of the Court, that are or were incurred in a manner not inconsistent
10 with the NCP.

11 7. **RESERVATION OF RIGHTS**

12 7.1 Except as expressly provided in this Consent Decree, nothing in the
13 Consent Decree is intended, nor shall be construed, to preclude DTSC from exercising its
14 authority under any law, statute or regulation. Furthermore, nothing in this Consent Decree is
15 intended, nor shall be construed, to preclude any state agency, department, board or entity, other
16 than DTSC, or any federal or local agency, department, board or entity, from exercising its
17 authority under any law, statute or regulation.

18 7.2 Notwithstanding any other provision in this Consent Decree, DTSC
19 reserves the right to institute proceedings in this action or in a new action, seeking to compel any
20 of the Settling Defendants to perform additional removal or remedial activities at the Site, and/or
21 seeking further reimbursement of DTSC's Response Costs (incurred as a result of the
22 circumstances set forth below), if

23 (a) conditions previously unknown to DTSC, for which that Settling
24 Defendant is liable under any statute or law, are discovered at the Site after the entry of the
25 Consent Decree, and these conditions indicate that (1) a hazardous substance has been or is
26 being released at the Site or there is a threat of such release into the environment and (2) the
27 response performed at the Site is not protective of human health and the environment, or;

28 (b) DTSC receives information after the entry of the Consent Decree that was

1 not available to DTSC at the time the Consent Decree was entered, concerning matters for which
2 that Settling Defendant is liable, and that information indicates, and the Director of DTSC
3 determines, that the response performed at the Site is not protective of human health and the
4 environment.

5 8. **COVENANT NOT TO SUE BY DTSC**

6 8.1 Except as specifically provided in sections 6.4 and 7.2, above, and in
7 section 8.4, below, and except as may be necessary to enforce the terms of this Consent Decree,
8 as of the date this Consent Decree is entered as a consent decree of the Court, DTSC covenants
9 not to sue the Settling Defendants pursuant to CERCLA, pursuant to the California Hazardous
10 Substance Account Act ("HSAA"), California Health and Safety Code sections 25300 et seq., or
11 pursuant to any other statute or regulation or common law theory, to: (1) recover DTSC's
12 Response Costs; or (2) require the Settling Defendants to conduct removal or remedial activities
13 in response to the release or threatened release of hazardous substances at the Site.

14 8.2 Except as specifically provided in sections 6.4 and 7.2, above, and in
15 section 8.4, below, upon the Non-Federal Settling Defendants' full performance of their
16 obligations under this Consent Decree, this Consent Decree constitutes and will be treated as a
17 full and complete defense to, and forever will be a complete bar to, the commencement of
18 prosecution of any claims, causes of action or forms of relief described in section 8.1, above, by
19 DTSC against the Non-Federal Settling Defendants.

20 8.3 Except as specifically provided in section 7.2, above, and in section 8.4,
21 below, upon the Settling Federal Agency's payment as provided in section 5.3, this Consent
22 Decree constitutes and will be treated as a full and complete defense to, and forever will be a
23 complete bar to, the commencement of prosecution of any claims, causes of action or forms of
24 relief described in section 8.1, above, by DTSC against the Settling Federal Agency.

25 8.4 The covenant not to sue set forth in section 8.1, above, does not pertain to
26 any matters other than those expressly specified therein. DTSC reserves, and this Consent
27 Decree is without prejudice to, all rights, claims and causes of action DTSC may have against the
28 Settling Defendants with respect to all other matters.

1 9. **COVENANTS NOT TO SUE BY THE SETTLING DEFENDANTS**

2 9.1 The Settling Defendants covenant not to sue, and agree not to assert any
3 claims or causes of action against, DTSC, or its contractors or employees, for any costs or
4 damages they might incur, or for any injuries or losses they might suffer, as a result of their
5 performance of the requirements of this Consent Decree. The Settling Defendants further
6 covenant not to sue, and agree not to assert any claims or causes of action against, DTSC, or its
7 contractors or employees, for contribution of any costs they have incurred, or may incur in the
8 future, conducting removal or remedial activities at and for the Site.

9 9.2 Notwithstanding section 9.1 of this Consent Decree, in the event that
10 DTSC seeks to require the Settling Defendants to perform further removal or remedial activities
11 at or for the Site pursuant to section 7.2 of this Consent Decree, or in the event that DTSC seeks
12 further reimbursement of Response Costs pursuant to section 7.2 of this Consent Decree, the
13 Settling Defendants may assert against DTSC any right, claim or cause of action for contribution
14 of such further removal or remedial activities, or of such further Response Costs, authorized by
15 statute or common law, and DTSC may assert against the Settling Defendants any defenses
16 authorized by statute or common law to any such right, claim or cause of action. Moreover,
17 notwithstanding section 9.1 of this Consent Decree, the Settling Defendants do not waive any
18 claims against DTSC that may arise subsequent to the entry of this Consent Decree as a result of
19 acts undertaken by DTSC in excess of its legal authority, or as a result of acts or omissions of
20 DTSC employees that recklessly or intentionally cause injury to the Settling Defendants'
21 employees or tangible property, or to the employees or tangible property of the Settling
22 Defendants' agents.

23 9.3 Subject to the provision set forth in section 9.4, the Non-Federal Settling
24 Defendants hereby forever release, discharge, and covenant and agree not to assert (by way of
25 commencement of an action, the joinder of the United States in an existing action or in any other
26 fashion) any and all claims, causes of action, suits, or demands of any kind whatsoever in law or
27 in equity which it may have had, or hereafter have, including, but not limited to, claims under
28 CERCLA sections 107 and 113, against the United States for the "Matters Addressed" in this

1 Consent Decree, as that term is defined in Section 10.2.1.

2 9.4 The United States hereby releases and covenants not to sue the Non-
3 Federal Settling Defendants for "Matters Addressed" in this Consent Decree, as that term is
4 defined in section 10.2.1, except the United States specifically reserves its right to assert against
5 Non-Federal Settling Defendants any claims or actions regarding the Site brought on behalf of
6 the United States Environmental Protection Agency or a natural resource trustee. In such event,
7 the releases and covenants provided in sections 9.3 and 9.4 shall have no effect to the extent of
8 the claims brought by EPA or a natural resource trustee and the Settling Defendants reserve all
9 claims and defenses as to those claims.

10 10. **EFFECT OF CONSENT DECREE**

11 10.1 This Consent Decree constitutes the resolution of the Settling Defendants'
12 liability to DTSC in a judicially approved settlement within the meaning of section 113(f)(2) of
13 CERCLA, 42 U.S.C. section 9613(f)(2). This Consent Decree requires the Non-Federal Settling
14 Defendants to complete the remediation of the hazardous substances released at the Site by
15 implementing the RAW and the FS/RAP, and by executing and complying with a Ground Water
16 Operations Monitoring and Maintenance Agreement. This Consent Decree also requires the
17 Settling Defendants to make a significant contribution towards DTSC's Response Costs.

18 10.2 Provided that the Non-Federal Settling Defendants perform their
19 obligations under this Consent Decree, the Non-Federal Settling Defendants shall be entitled, as
20 of the date this Consent Decree is entered as a consent decree of the Court, to protection against
21 all claims for contribution, pursuant to section 113(f)(2) of CERCLA, 42 U.S.C. section
22 9613(f)(2), for the "Matters Addressed" by this Consent Decree, to the fullest extent permitted by
23 law. The "Matters Addressed" by this Consent Decree are all actions taken or to be taken by
24 DTSC, by any of the Settling Defendants, or by any third person or entity not a party to this
25 Consent Decree, in response to the release or threatened release of hazardous substances at the
26 Site, and all costs incurred or to be incurred by DTSC, by any of the Settling Defendants, or by
27 any third person or entity not a party to this Consent Decree, in response to said release or
28 threatened release.

1 10.3 Provided that the United States makes the payment pursuant to section 5.3
2 of this Consent Decree, the Settling Federal Agency shall be entitled, as of the date this Consent
3 Decree is entered as a consent decree of the Court, to protection against all claims for
4 contribution, pursuant to section 113(f)(2) of CERCLA, 42 U.S.C. section 9613(f)(2), for the
5 "Matters Addressed" by this Consent Decree, to the fullest extent permitted by law. The
6 "Matters Addressed" by this Consent Decree are all actions taken or to be taken by DTSC, by
7 any of the Settling Defendants, or by any third person or entity not a party to this Consent
8 Decree, in response to the release or threatened release of hazardous substances at the Site, and
9 all costs incurred or to be incurred by DTSC, by any of the Settling Defendants, or by any third
10 person or entity not a party to this Consent Decree, in response to said release or threatened
11 release.

12 10.4 Without limiting sections 10.2 and 10.3 hereof, this Consent Decree
13 shall, to the fullest extent permitted by law, prevent the Settling Defendants from being held
14 liable to any third person or entity not a party to this Consent Decree for any claims for
15 contribution, indemnity or the like, asserted under any federal, state or common law, arising out
16 of or related to any response, cleanup, removal or remedial actions or costs, which such third
17 persons or entities may take, incur or defray at any time in response to the release or threatened
18 release of hazardous substances at the Site.

19 10.5 Except as specifically provided in this Consent Decree, nothing in this
20 Consent Decree is intended, nor shall be construed, to waive, release or otherwise affect any
21 right, claim or cause of action held by any Party against, or to provide a covenant not to sue to,
22 any third person or entity not a party to this Consent Decree, or to in any way limit, restrict, or
23 impair the right of any Party to assert rights, claims, causes of actions and defenses against any
24 third person or entity not a party to this Consent Decree, including without limitation the right to
25 seek payment, reimbursement, contribution or indemnity from such persons or entities for
26 obligations incurred or to be incurred, or actions taken or to be taken, under this Consent Decree.
27 Except as specifically provided in this Consent Decree, the Parties expressly reserve any rights,
28 claims, or causes of actions they might have against any third person or entity not a party to this

1 Consent Decree.

2 11. **NOTIFICATION**

3 Notification to or communication among the Parties as required or provided for in
4 this Consent Decree shall be addressed as follows:

5 As to DTSC:

6 Barbara Cook, P.E.
7 Department of Toxic Substances Control
8 Northern California--Coastal Cleanup Operations
9 700 Heinz Avenue, Suite 200
10 Berkeley, CA 94710

11 As to Non-Federal Settling Defendants:

12 Nicholas W. van Aelstyn, Esq.
13 Heller Ehrman White & McAuliffe L.L.P.
14 333 Bush Street
15 San Francisco, CA 94104-2878

16 As to Federal Settling Agency:

17 Chief, Environmental Defense Section
18 United States Department of Justice
19 Environment and Natural Resources Division
20 P.O. Box 23986
21 Washington, D.C. 20026-3986

22 12. **MODIFICATION OF SETTLEMENT AGREEMENT AND**
23 **CONSENT DECREE**

24 This Consent Decree may only be modified upon the written approval of the
25 Parties and the Court. DTSC and the Settling Defendants may, however, agree informally to
26 modify the time period for completion of any activities required by this Consent Decree without
27 seeking a formal modification of the Consent Decree from the Court. Any informal modification
28 of the time period for completion of any activities required by this Consent Decree shall be set
forth by the Parties in writing. DTSC and the Settling Defendants also may agree to modify any
Ground Water Operations Monitoring and Maintenance Agreement into which they enter,
without seeking a formal modification of this Consent Decree from the Court, by complying with
any provision in that Agreement governing its modification. Nothing in this section is intended,
nor shall be construed, to limit or otherwise affect DTSC's right, pursuant to sections 3.5 and

1 3.10 of this Consent Decree, unilaterally to modify the Remedial Design and the Implementation
2 Report to be submitted by the Non-Federal Settling Defendants to DTSC pursuant to sections 3.4
3 and 3.9 of this Consent Decree.

4 13. **APPLICATION OF CONSENT DECREE**

5 This Consent Decree shall apply to and be binding upon DTSC, each of the
6 Settling Defendants, and each of their respective successors and assigns. The provisions of this
7 Consent Decree shall inure to the benefit of DTSC, each of the Settling Defendants, and each of
8 their respective successors and assigns. The provisions of this Consent Decree shall also inure to
9 the benefit of the officers, directors, employees and agents of each of the Settling Defendants, in
10 their capacities as such. This Consent Decree, however, does not settle, resolve or otherwise
11 affect any claims for relief or causes of action DTSC has made or asserted, or which DTSC could
12 make or assert in the future, against any of the officers, directors, employees or agents of the
13 Settling Defendants, for any of the matters set forth in section 8.1 of this Consent Decree, that
14 does not arise out of the status of the officer, director, employee or agent of a Settling Defendant
15 as an officer, director, employee or agent of a Settling Defendant.

16 14. **AUTHORITY TO ENTER**

17 Each signatory to this Consent Decree certifies that he or she is fully authorized
18 by the party he or she represents to enter into this Consent Decree, to execute it on behalf of the
19 party represented and legally to bind that party.

20 15. **INTEGRATION**

21 This Consent Decree, including the exhibits and other materials incorporated
22 herein by reference, constitutes the entire agreement among the Parties and may not be amended
23 or supplemented except as provided for in this Consent Decree.

24 16. **RETENTION OF JURISDICTION**

25 The Court shall retain jurisdiction of this matter for the purpose of enforcing the
26 terms of this Consent Decree.

27 17. **EXECUTION OF DECREE**

28 This Consent Decree may be executed in two or more counterparts, each of which

1 shall be deemed an original, but all of which together shall constitute one and the same
2 instrument.

3 18. **APPROVALS OF PARTIES**

4 Plaintiff DTSC consents to this Consent Decree by its duly authorized
5 representative as follows:

6 Dated: _____ STATE OF CALIFORNIA DEPARTMENT
7 OF TOXIC SUBSTANCES CONTROL

8
9 By: _____
10 BARBARA J. COOK, P.E.
11 Chief, Northern California--Coastal
12 Cleanup Operations Branch, State of
California Department of Toxic
Substances Control

13 Non-Federal Settling Defendant Aerojet-General Corporation consents to this
14 Consent Decree by its duly authorized representative as follows:

15 Dated: _____ AEROJET-GENERAL CORPORATION

16
17 By: _____
18 Its: _____

19 Non-Federal Settling Defendant Alternative Materials Technology, Inc. (for U.S.
20 Cellulose) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ ALTERNATIVE MATERIALS TECHNOLOGY,
22 INC. (for U.S. CELLULOSE)

23 By: _____
24 Its: _____

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28 //

1 Non-Federal Defendant Ashland, Inc. (sued herein as Ashland Chemical,
2 Incorporated) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ ASHLAND, INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Defendant ChemCentral Corporation consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ CHEMCENTRAL CORPORATION

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Chevron U.S.A., Inc. consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____ CHEVRON U.S.A., INC.

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant Courtaulds Coatings, Inc. (for International Paint
20 Company) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ COURTAULDS COATINGS, INC. (for
22 INTERNATIONAL PAINT COMPANY)

23 By: _____

24 Its: _____

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Delta Air Lines, Inc. consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: _____ DELTA AIR LINES, INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Dorsett & Jackson, Inc. consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ DORSETT & JACKSON, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant The Dow Chemical Company consents to this
14 Consent Decree by its duly authorized representative as follows:

15 Dated: _____ THE DOW CHEMICAL COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant E.I. DuPont de Nemours & Company, Inc.
20 consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ E.I. DUPONT DE NEMOURS & COMPANY, INC.

22 By: _____

23 Its: _____

24 //

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26 //

27 //

28 //

1 Non-Federal Settling Defendant Eureka Chemical Company consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ EUREKA CHEMICAL COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Eureka Fluid Works consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ EUREKA FLUID WORKS

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Ford Motor Company consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____ FORD MOTOR COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant General Motors Corporation consents to this Consent
20 Decree by its duly authorized representative as follows:

21 Dated: _____ GENERAL MOTORS CORPORATION

22 By: _____

23 Its: _____

24
25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Great Western Chemical Company consents to
2 this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ GREAT WESTERN CHEMICAL COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Hewlett-Packard Company consents to this
8 Consent Decree by its duly authorized representative as follows:

9 Dated: _____ HEWLETT-PACKARD COMPANY

10 By: _____

11 Its: _____

12
13 Non-Federal Defendant Honeywell International, Inc. (successor to Allied-Signal,
14 Inc.) consents to this Consent Decree by its duly authorized representative as follows:

15 Dated: _____ HONEYWELL INTERNATIONAL, INC.
(successor to ALLIED-SIGNAL, INC.)

16
17 By: _____

18 Its: _____

19 Non-Federal Settling Defendant Inter-State Oil Company consents to this Consent
20 Decree by its duly authorized representative as follows:

21 Dated: _____ INTER-STATE OIL COMPANY

22 By: _____

23 Its: _____

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Ingersoll-Rand Company (for Schlage Lock
2 Company) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ INGERSOLL-RAND COMPANY (for SCHLAGE
4 LOCK COMPANY)

5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant Intel Corporation consents to this Consent Decree
8 by its duly authorized representative as follows:

9 Dated: _____ INTEL CORPORATION

10 By: _____

11 Its: _____

12 Non-Federal Settling Defendant International Paper Company (for Stecher-Traung-
13 Schmidt) consents to this Consent Decree by its duly authorized representative as follows:

14 Dated: _____ INTERNATIONAL PAPER COMPANY (for
15 STECHER-TRAUNG-SCHMIDT)

16 By: _____

17 Its: _____

18 Non-Federal Settling Defendant Kaiser Aluminum & Chemical Corporation consents to
19 this Consent Decree by its duly authorized representative as follows:

20 Dated: _____ KAISER ALUMINUM & CHEMICAL
21 CORPORATION

22 By: _____

23 Its: _____

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Litton Electron Devices (a division of Litton
2 Systems, Inc.) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ LITTON ELECTRON DEVICES (a division of
4 LITTON SYSTEMS, INC.)

5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant Lockheed Martin Corporation (successor to
8 Lockheed Missiles & Space Company, Inc.) consents to this Consent Decree by its duly
9 authorized representative as follows:

10 Dated: _____ LOCKHEED MARTIN CORPORATION (successor
11 to LOCKHEED MISSILES & SPACE COMPANY,
12 INC.)

13 By: _____

14 Its: _____

15 Non-Federal Settling Defendant Maxus Energy Corporation (for Occidental
16 Chemical Corporation, successor to Diamond Shamrock Chemical Company) consents to this
17 Consent Decree by its duly authorized representative as follows:

18 Dated: _____ MAXUS ENERGY CORPORATION (for
19 OCCIDENTAL CHEMICAL CORPORATION,
20 successor to DIAMOND SHAMROCK CHEMICAL
COMPANY)

21 By: _____

22 Its: _____

23 Non-Federal Settling Defendant McKesson HBOC, Inc. consents to this Consent Decree
24 by its duly authorized representative as follows:

25 Dated: _____ McKESSON HBOC, INC.

26 By: _____

27 Its: _____

1 Non-Federal Settling Defendant Monsanto Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: _____ MONSANTO COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant NI Industries, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: _____ NI INDUSTRIES, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant NL Industries, Inc. consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: _____ NL INDUSTRIES, INC.

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant The O'Brien Corporation (for Fuller-O'Brien

20 Paints) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ THE O'BRIEN CORPORATION (for FULLER-
22 O'BRIEN PAINTS)

23 By: _____

24 Its: _____

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Olympian Oil Company consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: _____ OLYMPIAN OIL COMPANY

4 By: _____
5 Its: _____
6

7 Non-Federal Settling Defendant Owens-Illinois, Inc. consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ OWENS-ILLINOIS, INC.

10 By: _____
11 Its: _____
12

13 Non-Federal Settling Defendant Pacific Gas & Electric Company consents to this
14 Consent Decree by its duly authorized representative as follows:

15 Dated: _____ PACIFIC GAS & ELECTRIC COMPANY

16 By: _____
17 Its: _____
18

19 Non-Federal Settling Defendant Pennzoil-Quaker State Company consents to this
20 Consent Decree by its duly authorized representative as follows:

21 Dated: _____ PENNZOIL-QUAKER STATE COMPANY

22 By: _____
23 Its: _____
24 //

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1 Non-Federal Settling Defendant PureGro Company consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: _____ PUREGRO COMPANY

4 By: _____

5 Its: _____
6

7 Non-Federal Settling Defendant Redding Petroleum, Inc. consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ REDDING PETROLEUM, INC.

10 By: _____

11 Its: _____
12

13 Non-Federal Settling Defendant Redwood Oil Company consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____ REDWOOD OIL COMPANY

16 By: _____

17 Its: _____
18

19 Non-Federal Settling Defendant Reichhold Chemicals, Inc. consents to this
20 Consent Decree by its duly authorized representative as follows:

21 Dated: _____ REICHHOLD CHEMICALS, INC.

22 By: _____

23 Its: _____
24

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1 Non-Federal Settling Defendant Reynolds Metals Company consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ REYNOLDS METALS COMPANY

4
5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this
8 Consent Decree by its duly authorized representative as follows:

9 Dated: _____ R.J. McGLENNON COMPANY, INC.

10
11 By: _____

12 Its: _____

13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as
15 follows:

16 Dated: _____ ROCHESTER MIDLAND CORPORATION (for
17 BYTECH CHEMICAL CORPORATION)

18 By: _____

19 Its: _____

20 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent
21 Decree by its duly authorized representative as follows:

22 Dated: _____ ROHM & HAAS COMPANY

23
24 By: _____

25 Its: _____

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1 Non-Federal Settling Defendant Sandoz Agro, Inc. (for Zoecon Corporation)
2 consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ SANDOZ AGRO, INC. (for ZOECON
4 CORPORATION)

5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant San Francisco Bay Area Rapid Transit District
8 consents to this Consent Decree by its duly authorized representative as follows:

9 Dated: _____ SAN FRANCISCO BAY AREA RAPID TRANSIT
10 DISTRICT

11 By: _____

12 Its: _____

13 Non-Federal Settling Defendant Sequa Corporation (for General Printing Ink, a
14 division of Sun Chemical) consents to this Consent Decree by its duly authorized representative
15 as follows:

16 Dated: _____ SEQUA CORPORATION (for GENERAL
17 PRINTING INK, a division of SUN CHEMICAL)

18 By: _____

19 Its: _____

20 Non-Federal Settling Defendant Shell Oil Company consents to this Consent
21 Decree by its duly authorized representative as follows:

22 Dated: _____ SHELL OIL COMPANY

23 By: _____

24 Its: _____

25
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1 Non-Federal Settling Defendant Simpson Coatings Group, Inc. consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ SIMPSON COATINGS GROUP, INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Stanford University consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ STANFORD UNIVERSITY

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant The Stero Company consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____ THE STERO COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant Synergy Production Group, Inc. (dba Haley
20 Janitorial Supply Co., Inc. and Western Chemical Company) consents to this Consent Decree by
21 its duly authorized representative as follows:

22 Dated: _____ SYNERGY PRODUCTION GROUP, INC. (dba
23 HALEY JANITORIAL SUPPLY CO., INC. and
WESTERN CHEMICAL COMPANY)

24 By: _____

25 Its: _____

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1 Non-Federal Settling Defendant Syntex (U.S.A.), Inc. consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: _____ SYNTEX (U.S.A.), INC.

4
5 By: _____
6 Its: _____

7 Non-Federal Settling Defendant Tap Plastics, Inc. consents to this Consent Decree
8 by its duly authorized representative as follows:

9 Dated: _____ TAP PLASTICS, INC.

10
11 By: _____
12 Its: _____

13 Non-Federal Settling Defendant Teledyne Ryan Aeronautical, McCormick Selph
14 Ordnance Unit (for Teledyne McCormick Selph) consents to this Consent Decree by its duly
15 authorized representative as follows:

16 Dated: _____ TELEDYNE RYAN AERONAUTICAL,
17 McCORMICK SELPH ORDNANCE UNIT (for
18 TELEDYNE McCORMICK SELPH)

19 By: _____
20 Its: _____

21 Non-Federal Settling Defendant Textron, Inc. consents to this Consent Decree by
22 its duly authorized representative as follows:

23 Dated: _____ TEXTRON, INC.

24
25 By: _____
26 Its: _____

27 //

28 //

1 Non-Federal Settling Defendant Tyco Electronics Corporation (successor to
2 Raychem Corporation) consents to this Consent Decree by its duly authorized representative as
3 follows:

4 Dated: _____ TYCO ELECTRONICS CORPORATION
(successor to RAYCHEM CORPORATION)

6 By: _____

7 Its: _____

8 Non-Federal Settling Defendant United Air Lines, Inc. consents to this Consent
9 Decree by its duly authorized representative as follows:

10 Dated: _____ UNITED AIR LINES, INC.

11 By: _____

12 Its: _____

14 Settling Federal Agency Defense Reutilization and Marketing Service consents to
15 this Consent Decree by its duly authorized representative as follows:

16 Dated: _____ FOR THE UNITED STATES OF AMERICA

17 By: _____
18 MARK A. RIGAU
19 Environmental Defense Section
20 Environment and Natural Resources Division
21 U.S. Department of Justice
22 301 Howard Street, Suite 870
23 San Francisco, California 94105
24 (415) 744-6491

25 //

26 //

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1 Non-Federal Settling Defendant U.S. Liquids, Inc. (for Romic Environmental
2 Technologies Corporation, successor to Romic Chemical Corporation) consents to this Consent
3 Decree by its duly authorized representative as follows:

4 Dated: _____ U.S. LIQUIDS, INC. (for ROMIC
5 ENVIRONMENTAL TECHNOLOGIES
6 CORPORATION, successor to ROMIC CHEMICAL
CORPORATION)

7 By: _____

8 Its: _____

9 Non-Federal Settling Defendant United Technologies Corporation consents to this
10 Consent Decree by its duly authorized representative as follows:

11 Dated: _____ UNITED TECHNOLOGIES CORPORATION

12 By: _____

13 Its: _____

14
15 Non-Federal Settling Defendant University of California consents to this Consent
16 Decree by its duly authorized representative as follows:

17 Dated: _____ UNIVERSITY OF CALIFORNIA

18 By: _____

19 Its: _____

20
21 Non-Federal Settling Defendant Unocal Corporation (sued herein as Union
22 Oil Company of California) consents to this Consent Decree by its duly authorized representative
23 as follows:

24 Dated: _____ UNOCAL CORPORATION

25 By: _____

26 Its: _____

27 //

28 //

1 Non-Federal Settling Defendant Van Waters & Rogers, Inc. consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ VAN WATERS & ROGERS, INC.

4 By: _____

5 Its: _____

6 Non-Federal Settling Defendant Vopak Distribution Americas Corporation (f.k.a.
7 UNIVAR Corporation) consents to this Consent Decree by its duly authorized representative as
8 follows:

9 Dated: _____ VOPAK DISTRIBUTION AMERICAS
10 CORPORATION (f.k.a. UNIVAR
11 CORPORATION)

12 By: _____

13 Its: _____

14 Non-Federal Settling Defendant W.R. Grace & Company, Inc. consents to this
15 Consent Decree by its duly authorized representative as follows:

16 Dated: _____ W.R. GRACE & COMPANY, INC.

17 By: _____

18 Its: _____

19 Non-Federal Settling Defendant W.R. Meadows, Inc. consents to this Consent
20 Decree by its duly authorized representative as follows:

21 Dated: _____ W.R. MEADOWS, INC.

22 By: _____

23 Its: _____

24 IT IS SO ORDERED, ADJUDGED AND DECREED:

25 Dated: _____

26 UNITED STATES DISTRICT JUDGE

27 C:\Data\James\Bay Area Drum draft consent decree.wpd